

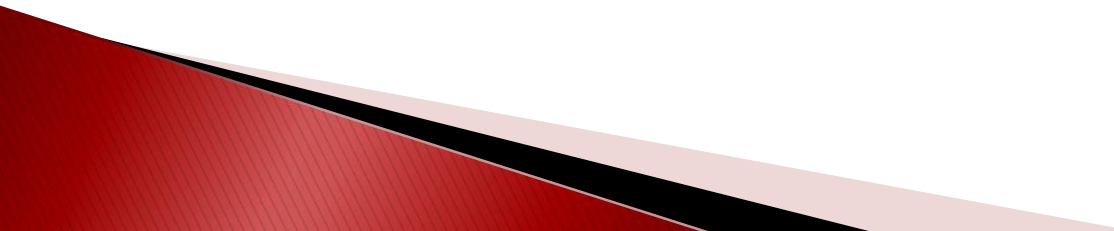


Materiel / Purchasing Division

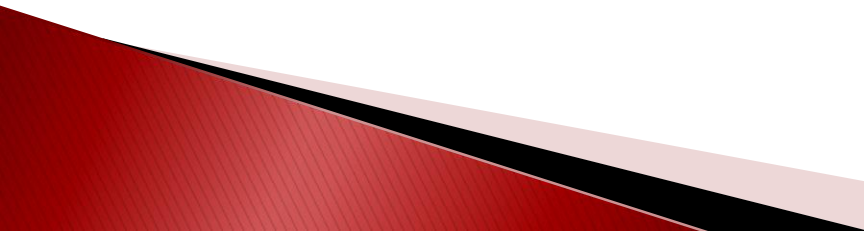
Specifications Tutorial for Commodities

Nebraska State Purchasing Bureau

What is a Specification?

- ▶ A precise description of the physical or functional characteristics of a product, service or combination.
 - ▶ A description of what the end user seeks to buy and what a bidder must respond to in order to be considered for award of contract or purchase order.
 - ▶ Good, clear and appropriate specifications are key to getting the best value for the State and the best product/service for the end users.
- 

What is the purpose of a specification?

- ▶ To ensure a fair, open and competitive bid process.
 - ▶ To obtain quality products and services at the best price within the parameters of applicable laws, rules, and regulations.
 - ▶ Well written specifications streamline the procurement process, while poor specifications cause unnecessary delays and can result in protests, the acquisition of goods that do not meet the needs of an agency, or the necessity for a rebid.
- 

Types of Specifications

▶ 1. Brand Name

Cites the brand name, model number or some other designation that identifies a specific product to be offered exclusive of others.

This should be used rarely. It may be necessary to utilize this type of specification when the original equipment manufacturer may be the only producer of a part within a larger system. Competition is among suppliers of the named product. However, using agency must provide written justification for the need (Restrictive Memo).

Types of Specifications

▶ 2. Acceptable Brands (Qualified Products List)

Qualified products that have been examined and tested and have satisfied the applicable qualification requirements. During the competitive bid process using Acceptable Brands restricts competition to those products only on the Acceptable Brands list.

It is expected that the agency provide the protocol by which suppliers may submit products for testing (and possible inclusion in the Acceptable Brands list) in the specifications.

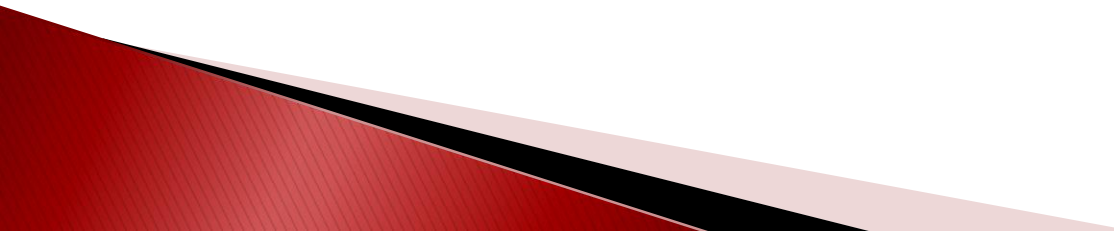
Testing can take time; some products require testing throughout the different seasons to determine whether the product will work in in different types of weather, or will perform functionally over a usage cycle.



Types of Specifications

▶ 3. Design Specifications

Design specifications describe dimensional and other physical requirements of the item to be purchased. In other words, how the products is to be fabricated or constructed. Typically this type of specification is used in public contracting for buildings, highways, and other public works.



Types of Specifications

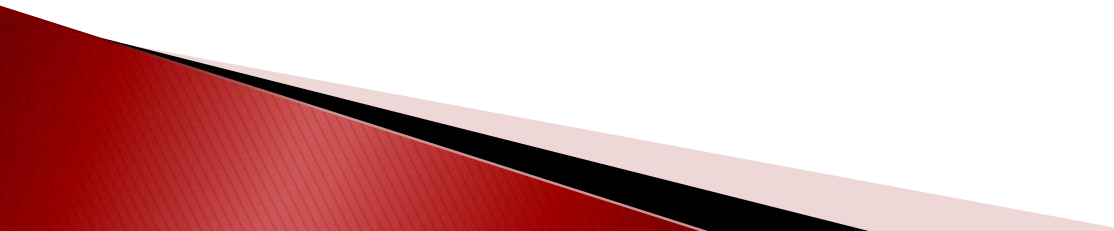
► 4. Brand Name or Equal (Equivalent)

Specifications generally should not be written indicating a brand name(s). It is best practice for the specification to identify the features needed in a product or the performance required of the product. This type of specification invites competition among several vendors or manufacturers across the marketplace. This is the most commonly used type of specification. Bids are then evaluated for equivalency based on written specifications with the State making the determination on equivalency.

Types of Specifications

▶ 5. Performance Specifications

Performance Specifications state the function that a using agency is trying to achieve. The specification states what the using agency needs the product to do and asks the vendor to demonstrate that its product qualifies. A performance specification is less concerned about how a product is made and more concerned about how well it performs and at what cost.



Characteristics of a Specification:

- ▶ **Simple**

Avoid unnecessary detail, but be complete enough to ensure that requirements will satisfy the need.

- ▶ **Clear**

Use standard terminology, correct spelling and appropriate sentence structure.

- ▶ **Accurate**

Use units of measure compatible with industry standards. All quantities and packing requirements should be clearly identified.

- ▶ **Competitive**


Identify a minimum of three brands, makes, or models (whenever possible) that will satisfy the need. Avoid unnecessary "extras" that could reduce or eliminate competition and increase costs. Consider "extras" as options to be bid separately from the main product.

- ▶ **Flexible**


Specifications should be generic enough to allow for minimums, maximums or approximations to encourage competition when possible.

What Products are Available?

If the using agency doesn't know what's available in the marketplace, they have a couple of options to find or solicit information:

1. Conduct a Request for Information (RFI)
 2. Research the Internet
 3. Product information from the industry
 4. Information from other federal, state and local governments
 5. Contract with a company to write the specifications (if this option is utilized, the company hired cannot participate in the bid process).
- 

Tips for Specifications Preparation

- ▶ If using trade industry specifications review all information and select the most important features required for the product needed. Do not use words like “unique” or any trademark symbols.
 - ▶ Ensure specifications contain enough detail for the vendor to understand the using agency’s needs.
 - ▶ Specifications should contain enough detail to differentiate the level of quality or performance required.
 - ▶ Use minimum and maximum specification (range) requirements
 - ▶ If an item must fit within a certain space, this must be included in the specifications as a requirement.
 - ▶ If weight is an important factor indicate the acceptable range with minimum and maximum requirements.
 - ▶ Delivery, warranty, or training requirements should be clearly identified in the specifications.
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Tips for Specification Preparation

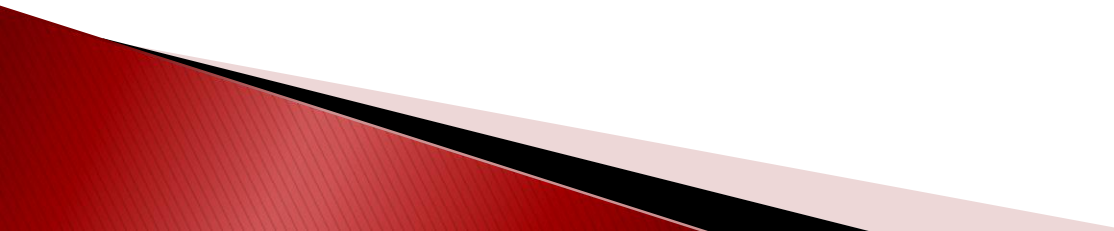
- ▶ Does the equipment being bid have to be compatible with any existing equipment? If so, provide this information in the specification, including brand and model number to which the equipment must match or with which it must be compatible.
- ▶ Indicate if instructional or service manuals are needed.
- ▶ Specifications should clearly state packaging requirements, size, type of finish, etc.
- ▶ If installation is required, provide details on what is expected of the contractor.
- ▶ If the bid includes maintenance, define the extent of the service, parts, labor, travel, service hours that are required. *Request a reasonable response time rather than indicate how close the vendor must be located physically.*

Tips for Specification Preparation

- ▶ Do not make a characteristic a mandatory requirement if it is not an important function of the equipment being requested.
- ▶ Is the vendor to submit literature, proof of training, certificate of insurance, etc.? Allow these items to be submitted upon written request after the bid opening, but prior to award, so there is no limit to competition.
- ▶ **Reminder:** An agency cannot review a bid on criteria that was not part of the specification. For example, optional equipment or components will not be considered as a basis for an award.

Specification Checklist

▶ 1. Life Cycle Cost

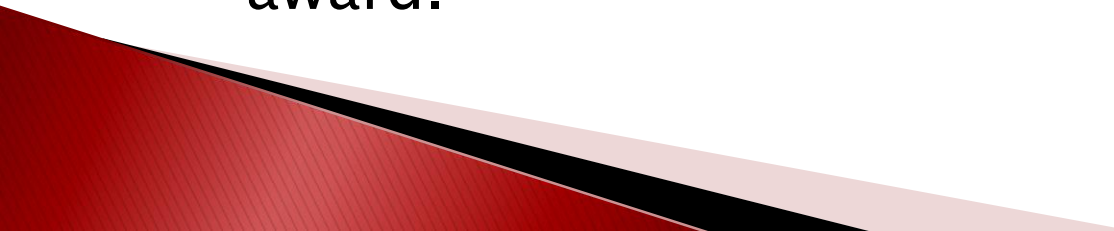
- If considering use of life-cycle costing as an award consideration, this must be written into the agency's bid specifications.
 - Life Cycle Costing considers evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis.
 - Most commonly specified for vehicles, some types of heavy equipment and/or road/highway equipment.
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Specification Checklist

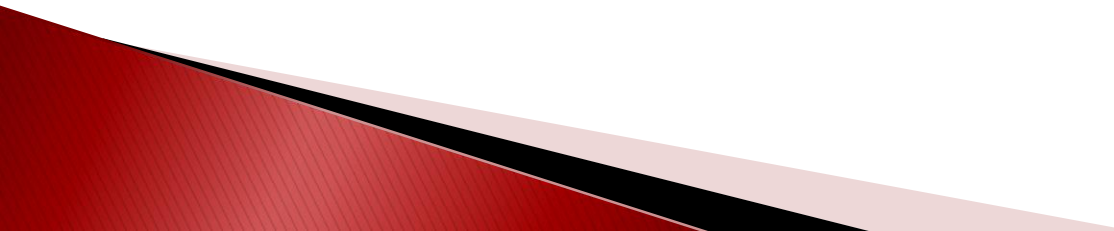
▶ 2. Equipment

- If the purchase is for equipment, has the agency considered the warranty, programming and installation of the equipment? Has this been included in the specifications?
- If there is installation, agency should include requirements for a certificate of insurance in the specification.
- The insurance certificate should be made in the name of the State of Nebraska–State Purchasing Bureau

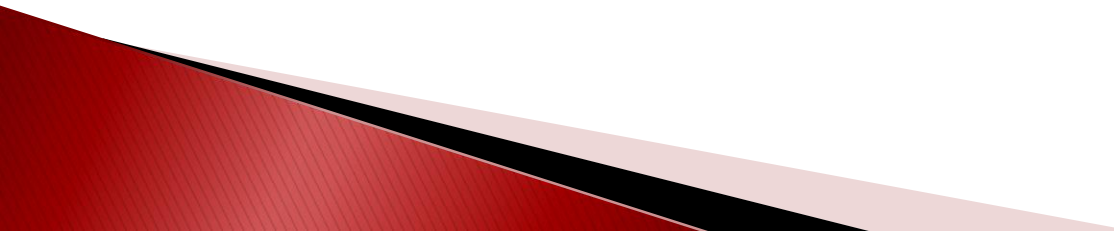
Specification Checklist

- ▶ 3. Is a site visit or pre-bid conference necessary?
 - May be necessary if there is installation of equipment, so vendor can view the area where installation will take place, etc.
 - Is site visit mandatory or optional?
 - Need sign in sheet to verify attendance of vendors, especially when the site visit requires mandatory attendance.
 - If site visit is mandatory, vendors must understand they must have representation for their company at the site visit or they will not be considered for an award.
- 

Specification Checklist

- ▶ 4. Is training required?
 - If so, need to include in the specifications. Include travel policy language in the specifications.
 - Specify type of training (webinar, telephone, on-site, off-site at vendor location, another location) include duration (days, hours)
 - Should be listed as a separate line item(s)
- 


Specification Checklist

- ▶ 5. Is agency using Master Lease for the purchase? (See State Accounting website for specific details on the master lease program)
 - Initial work with State Accounting
 - Indicate on the requisition that equipment will be purchased using Master Lease.
 - Upon award agency should finalize any necessary documentation with State Accounting.
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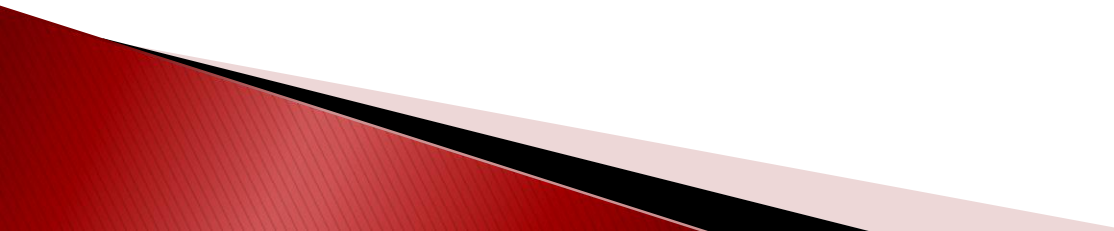
Specification Checklist

- ▶ 6. Is this for a contract?
 - What is the initial contract period? Are there renewal options? (Example: Initial two (2) year term with three (3) one year renewal options)

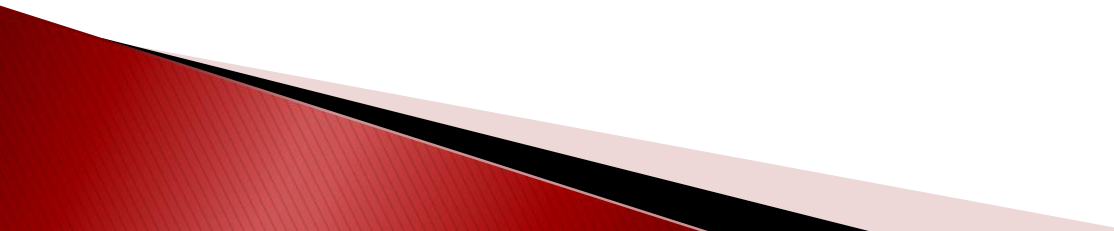
I Need To Write a Specification...Where Do I Start?

- ▶ Previously issued ITBs and/or RFPs can be helpful when creating new specifications. However, be aware that product or market changes may have occurred since the example was created, which in turn may alter the provisions that should be included. Always check the SPB website for the most current template or boilerplate.
 - ▶ Request for Information process (RFI)
 - ▶ Google search –the ability to compare products
 - ▶ Search others states' sites
 - ▶ Good specification creation may be the single most important factor for obtaining the best desired results for any procurement project.
 - ▶ No one buyer (or agency user) can be an expert on every single type of good or service encountered. Keep an open mind about new products or services.
- 

Competition for Specifications

- ▶ Agency MUST have at least three different brands, makes or models that will satisfy the needs. This will result in maximum competition and the best pricing.
 - ▶ Utilize your resources (i.e. websites) and compare specifications to get your range (minimum/maximum) requirements to fill out your specifications
- 

Be Open to the Marketplace

- ▶ Don't allow your agency to fall into the trap of preferring one manufacturer's product over another just "because."
 - ▶ Ask questions of your stakeholders when the specifications seem too restrictive, are written virtually word-for-word from a "preferred" item's spec sheet, or the specifications have not been updated in several years.
 - ▶ We are spending state dollars, not private dollars – the best value may not be someone's "favorite" brand/model!
- 

ITB Specification Building Blocks

Standard Terms & Conditions

Special/Additional Terms & Conditions

Technical Specifications

Specification Examples

YES	NO	NO & PROVIDE ALTERNATIVE	1. MOUNTING
			A. Unit shall be capable of towing by a truck with gross vehicle weight (GVW) 10,000 or more
			B. All mounting hardware must be included
			C. Mounting attachments shall be flush with the outside ends of the truck dump box
			D. Unit shall be able to be installed or removed from an industry standard minimum 20 Ton Pintle Hook with common trailer position, including trailer safety chains in three (3) minutes or less
NOTES/COMMENTS:			

Specification Example

YES	NO	NO & PROVIDE ALTERNATIVE	1. MANUALS
			A. Operator's manual must accompany each unit delivered.
			B. Equipment shop repair manual must accompany each unit delivered, if available.
			C. Equipment parts manual must accompany each unit delivered, if available.
			D. All manual(s) must be furnished prior to payment and delivered to Fleet Management. Failure to deliver all manuals that are ordered may result in non-payment of ten percent (10%) of purchase order total until all manuals are delivered.
NOTES/COMMENTS:			

Specification Example

YES	NO	NO & PROVIDE ALTERNATIVE	1. MISCELLANEOUS
			A. The Bidders will submit with their proposal a list of any special tools they will furnish with each item.
			B. Dealer's decals, stickers or other signs shall not be affixed to units; manufacture's name plates, stamping and other similar signs are acceptable.
NOTES/COMMENTS:			

Example of Performance Spec

- ▶ Below is from an Omaha/Douglas County current bid:

GENERAL:

This specification is for the rental of wheel loaders and snow hauling equipment on an hourly rate basis. Bidders may bid to provide wheel loaders, dump trucks for hauling snow, or both. This is separate from and in addition to the residential snow plowing contracts awarded based on an earlier bid.

The contractor shall furnish one or more pieces of fully operated hauling equipment to include operator, complete maintenance, insurance, fuel and oil. The contractor shall furnish one or more wheel loaders to include operator, complete maintenance, insurance, fuel and oil. Equipment shall meet all requirements necessary for safe and efficient operation, day or night, under all weather conditions. Subcontracting is not allowed without the written permission of the Public Works Director or his/her representative.

A good
example of
a Scope of
Work



Example of Performance Spec

Equipment shall meet all state, local and Federal requirements necessary for safe, day and night operation, and under all weather conditions.



4. Haul trucks must be capable of carrying a minimum of 11 CY of snow.

LOADER REQUIREMENTS:

1. Loader shall have a minimum nominal capacity of 3.0 cubic yards.
2. Loaders shall be capable of operating continuously for a minimum of 24 hours in winter conditions.

OPERATOR REQUIREMENTS:

The contractor shall furnish experienced, competent operators with sufficient knowledge of Omaha streets to follow routing instructions and/or maps and work with other snow removal equipment as a team. All operators shall be properly licensed for the equipment they operate.



Note that a Performance Spec is aimed at the desired outcome and is not restrictive to the type of equipment used.

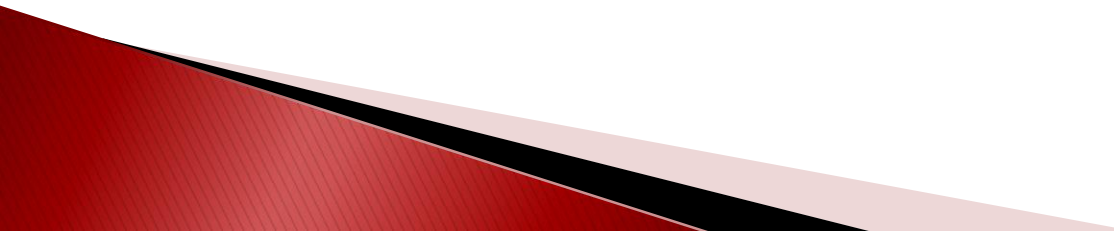


Materiel / Purchasing Division

Introduction to the ITB Boilerplates for Commodities

Nebraska State Purchasing Bureau

Why Were the ITB Boilerplates Developed?

- ▶ To consolidate all the necessary terms, conditions and clauses that afford the State maximum protection for contracts and one time purchases \$25,000 or greater.
 - ▶ To standardize procurement processes between services and commodities as much as practical.
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Anatomy of the ITB Boilerplate for Commodity Contract

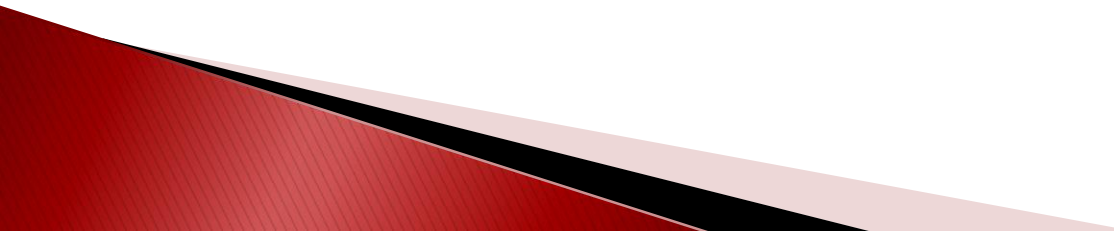
Cover Page

State of Nebraska (State Purchasing Bureau)
INVITATION TO BID FOR COMMODITY
CONTRACT FORM

SOLICITATION NUMBER & DESCRIPTION	RELEASE DATE
INVITATION TO BID #### OF, "Anodized Widgets"	(Month, date, year)
OPENING DATE AND TIME	PROCUREMENT CONTACT
(Month, date, year) 2:00 p.m. Central Time	(Buyer Name)

(The following information is to be used by State agencies as a guideline for the solicitation of goods' contracts. The boilerplate is intended to assist agencies in writing specifications in order to allow for a fair, open, competitive solicitation.)

Table of Contents

- ▶ Glossary of Terms (ensures standard definitions are stated for bidding vendors)
 - ▶ I: Scope of the Invitation to Bid
 - ▶ II: Procurement Procedures
 - ▶ III: Invitation to Bid – Terms and Conditions
 - ▶ IV: Scope of Work
 - ▶ V: Invitation to Bid– Technical Specifications
 - ▶ Form A – Bidder Contact Sheet
 - ▶ Form B– Notification of Intent to Attend Pre–Bid Conference (Optional)
- 

What Does the Agency Complete on the Glossary?

The Agency does not need to fill out anything on the Glossary unless they have specific terms (such as something unique to their agency or unique to the good being procured) that require definition.

GLOSSARY OF TERMS

(Following is a glossary of terms that are utilized in this Intent To Bid. State Agencies should add terms that are specific to their Intent To Bid. All terms may not apply to this solicitation.)

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

What Does the Agency Fill Out on Section I, Scope of the ITB?

The Agency fills out:

- The description of goods to be provided (see yellow highlight)
- May fill out the desired contract period for initial term and renewal options.

SPB fills out:

- The Invitation to Bid number

I. SCOPE OF THE INVITATION TO BID (ITB)

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number (#####) OF for the purpose of selecting a qualified Contractor to provide (goods to be provided).

A contract resulting from this Invitation To Bid will be issued approximately for a period of (number) (##) years effective the date of award. The contract has the option to be renewed for (number of periods) (##) additional (length of period) (##) (time frame (Month, year, etc)) periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing/>

ITB Number

STATE OF NEBRASKA: Commodity Contract

<Insert Commodity Description Here>
Terms and Conditions
XXXX OF

- ▶ This will be filled out by SPB
- ▶ Insert product description in this space

SCOPE

It is the intent of this bid invitation to establish a contract to supply < Insert Commodity Description Here > per the attached specifications from date of award for a period of < insert number > years with the option to renew for an additional <insert number of renewal periods and term of period, i.e, two (2) one-year> periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid and be of proven performance and under standard design, complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the <Insert Commodity Description> whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing as.materielpurchasing@nebraska.gov by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

RIGHTS

The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not

What Does the Agency Complete on Schedule of Events?

The Agency does not need to complete the Schedule of Events; SPB buyers will work with the agency to set a schedule.

The need for a pre-bid conference is optional and can be discussed between the SPB buyer and Agency.

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. **Agencies may use any or all of the optional activities as applicable to the Invitation To Bid.**

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	
2.	Last day to submit "Notification of Intent to Attend Pre-Bid Conference" THIS IS OPTIONAL – AGENCY TO DECIDE	
3.	Last day to submit written questions	
4.	Mandatory Pre-Bid Conference OPTIONAL-AGENCY TO DECIDE Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i>	
5.	Last day to submit written questions after Pre-Bid Conference (delete if no Pre-Bid Conference held)	
6.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/	
7.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	2:00 PM Central Time
8.	Review for conformance of mandatory requirements	
9.	Review period	
10.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	
11.	Contract finalization period	
12.	Contract award	
13.	Contract start date (if different than Contract Award date)	

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Invitation To Bid reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: **(Buyer Name)**
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Schedule of Events

- ▶ The Schedule of Events section will be filled out by SPB and Agency collaborating before ITB releases
- ▶ Written Questions and Answers section will be filled out by SPB

STATE OF NEBRASKA STATE PURCHASING BUREAU

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	Month DD, YYYY
2	Last Day to Submit Written Questions	Month DD, YYYY
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://das.nebraska.gov/material/purchasing.html	Month DD, YYYY
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	Month DD, YYYY 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number ####OF; Description of Commodity". It is preferred that questions be sent via e-mail to as.materialpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Buyer Name, showing the total number of pages transmitted, and clearly marked "ITB Number #### OF; Description of Commodity".

Written answers will be provided through an addendum to be posted on the internet at <http://das.nebraska.gov/material/purchasing.html> on or before the date shown in the Schedule of Events.

What Does the Agency Complete on Section II: Procurement Procedures?

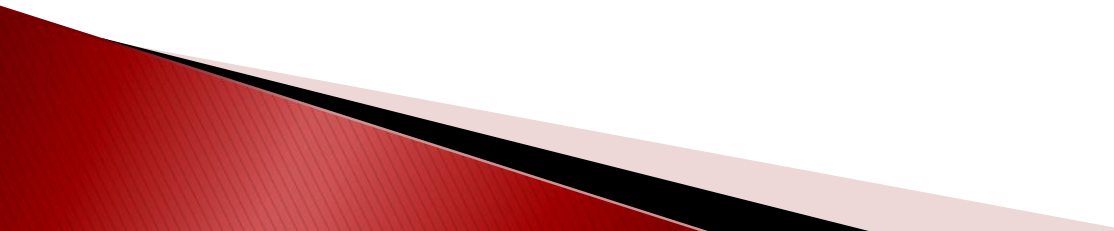
The Agency should complete the description of the goods to be procured

SPB will complete the Buyer Name

The only optional clause in Section II is E. Pre-Bid Conference, which is optional. Agency may delete that clause if there will not be a Pre-Bid Conference.

<p>II. PROCUREMENT PROCEDURES</p> <p>A. PROCURING OFFICE AND CONTACT PERSON Procurement responsibilities related to this Invitation <u>To Bid</u> reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:</p> <p>Name: (Buyer Name) Agency: State Purchasing Bureau Address: 1526 K Street, Suite 130 Lincoln, NE 68508</p> <p>Page 1</p>	<p>B. GENERAL INFORMATION The Invitation <u>To Bid</u> (ITB) is designed to solicit bids from qualified vendors who will be responsible for providing (commodity/goods to be provided) at a competitive and reasonable cost. Bids that do not conform to the mandatory items as indicated in the Invitation <u>To Bid</u> will not be considered.</p> <p>Bids shall conform to all instructions, conditions, and requirements included in the Invitation <u>To Bid</u>. Prospective Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Invitation <u>To Bid</u>, and respond to each requirement in the format prescribed.</p> <p>In addition to the provisions of this Invitation <u>To Bid</u> and the awarded bid, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.</p> <p>A fixed-price contract will be awarded as a result of this Invitation to Bid.</p> <p>It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.</p>
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What Does the Agency Complete on Section II: Procurement Procedures?

- ▶ All clauses in Section II Procurement Procedures are mandatory, with the exception of E. Pre-Bid Conference.
 - ▶ Agencies should not delete or alter any other clauses within Section II Procurement Procedures, with the exception of the Pre-Bid Conference, if agency determines this isn't necessary.
- 

What Does the Agency Complete on Section III: ITB Terms and Conditions?

Agency may choose to delete clauses highlighted as optional.

The Accept/Reject Table is for the bidding vendors only.

III. INVITATION TO BID - TERMS AND CONDITIONS			
<p>By signing the "Invitation To Bid" form, the Bidder guarantees compliance with the provisions stated in this Invitation To Bid, agrees to the Terms and Conditions unless otherwise agreed to, and certifies Bidder maintains a drug free work place environment.</p> <p>Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a Bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the Bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the Bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a Bidder's bid. Bidders must include completed Section III with their ITB response.</p>			
A. GENERAL			
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			
<p>The contract resulting from this Invitation To Bid shall incorporate the following documents:</p> <ol style="list-style-type: none">1. Amendment to Contract Award with the most recent dated amendment having the highest priority;2. Contract Award and any attached Addenda;3. The Invitation To Bid form and the Contractor's Bid Response signed in ink4. Amendments to ITB and any Questions and Answers; and5. The original ITB document and any Addenda.			

Standard Terms & Conditions

- ▶ The Agency should review this information. These are the Standard Terms and Conditions that have been reviewed by legal and grant the state maximum protection. These **MUST NOT** be changed by an Agency without legal review.

improve the bidder's competitive position. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

SECRETARY OF STATE

Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

REVISIONS

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

ASSIGNMENT OF CONTRACT

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

BREACH OF CONTRACT

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

TERMINATION

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

Optional Clauses in Section III: ITB Terms and Conditions

- ▶ Optional Clauses in Section III are needed typically if there is a service component to the bid. These are highlighted in yellow or green.
- ▶ Agency may delete; if not, SPB will do so as needed.
- ▶ Agencies may feel the need for a bid bond or performance bond, another example of optional clauses in this section.

R. STATE PROPERTY (OPTIONAL- ONLY NEEDED IF SERVICE COMPONENT WITHIN BID)			
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

What Does the Agency Complete on Section IV: Scope of Work?

The Agency does should complete a brief description of the Scope of Work – that is, the good or service or combination that is being sought.



IV. SCOPE OF WORK

(This suggested outline is to be utilized by the agencies to describe their specific needs to the Bidders for the project. THIS MAY BE CHANGED OR EXPANDED UPON DEPENDING ON THE NEEDS OF THE AGENCY.)

The Bidder must provide the following information in response to this Invitation To Bid. [Agency to insert this language in the applicable sections where a Bidder response is required]

A. SCOPE

It is the intent of this bid invitation to establish a contract to supply (Insert Commodity/Goods Description Here) per the attached specifications from date of award for a period of (insert number) years with the option to renew for an additional (insert number and duration of renewal periods, (i.e., two (2) one-year) periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.

All items bid shall be of the latest manufacture in production as of the date of the Invitation To Bid and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the (Insert Commodity Description) whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the Bidder will be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

B. AMENDMENT

This Contract may be amended at any time in writing upon the agreement of both parties.

C. REVISIONS


In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

What Does the Agency Complete on Section V: Technical Specifications?

This is the section where the Agency will provide the specifications for the bid in the yellow highlighted portions.

The Yes/No table format is for the bidding vendors to complete, as is the Notes/Comments section.

YES	NO	NO & PROVIDE ALTERNATIVE	TECHNICAL SPECIFICATION: TITLE/DESCRIPTION OF GOODS (AGENCY MUST COMPLETE TECHNICAL SPECIFICATIONS SECTION FULLY)
			Insert each specification component here (may use "Table Tools/Draw Table" function to add more lines or may enlarge the size of the table to accommodate specifications)
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
			Insert each specification component here
NOTES/COMMENTS:			



Optional Clauses in Section V: Technical Specifications

- ▶ Additional Specification Tables are included in Section V for the agency to use as needed.
- ▶ These “as needed” tables include:
 - Acceptable Brands
 - Energy Star Products
 - Motor Vehicle Industries Regulation Act
 - Life Cycle Cost and others
- ▶ If these tables are not needed, based on the type of goods, agencies may delete.
- ▶ Track Changes is your friend! Do not turn it off!

Optional Clauses in Section V: Technical Specifications

- ▶ Additional Specification Tables also include
- ▶ Samples
 - Within the Sample table, are examples of language that agencies may choose or may update to meet their needs.
- ▶ Performance Testing
 - If Performance Testing is used, the testing protocol is described so that all bidders understand how the goods will be tested.

Optional Clauses

- ▶ These are optional clauses that Agency can delete or keep depending on the product you are ordering. Read through them and determine if any apply to you.
- ▶ This shall be used on all Motor Vehicles
- ▶ This is also an optional clause. Read through and see if it applies to purchase, if not, delete this or adjust as needed.
- ▶ This is the start of the delivery clauses. Pick those that best suits your agency's need and delete the rest. If you need to add multiple locations Agency can make a table with multiple addresses and insert it in this section.

QUALITY

Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

GRAY MARKET PRODUCTS PROHIBITION (Optional)

The State of Nebraska will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

AUTHORIZED DEALER AND WARRANTY (Optional)

To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the State Purchasing Bureau within three (3) days of the request and prior to the award of any contract. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.

MOTOR VEHICLE INDUSTRIES REGULATION ACT (Use for all motor vehicles)

All bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.

WARRANTY (Optional, as applicable)

Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the contractor. Defective parts or those damaged in shipment must be replaced by the contractor at no charge to the State of Nebraska. The manufacturer's standard warranty shall apply and be in effect for at least one year from the date the equipment was placed in service.

SUBSTITUTIONS

Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.

DELIVERY (Multiple clauses possible --see below)

Delivery desired within 45 days after receipt of order.

OR

Daily except Saturdays, Sundays and holidays from ____AM to ____PM.

Delivery Options

- ▶ This is a continuation of the delivery clauses. Again, read through and pick those that best suit the Agency's needs.

OR

Deliveries desired prior to 60 days after receipt of order; quoted deliveries beyond 60 days are an award consideration.

OR

Deliveries are to be made to the <State DAS Print Shop, inside and in place, lower level, 501 South 14th Street (14th and K streets), Lincoln, Nebraska>. Dock hours are <8:00AM - 12:00 noon and 1:00PM - 4:00 P.M.>, Monday through Friday (excluding State holidays and / or as otherwise directed).

OR

Liftgate with pallet jack is required when delivery is made. There is no dock facility at any of the delivery locations. Contractor will be responsible for arranging for unloading of truck and inside delivery of these manuals at each delivery location. Contractor will be required to give the <Department> contact person 24 hours' notice of delivery date for all locations.

OR

A successful bidder will maintain sufficient inventory to process and deliver within five calendar days ARO. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the contractor will immediately notify the <Print Shop> of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the contractor will be held responsible for any/all excess cost.

OR

Delivery ~ Lincoln / Omaha Corporate Limits

FOB destination, inside and in place, Lincoln/Omaha corporate limits, as specified on each purchase order. Deliver is to be within 10 calendar days ARO. Late deliveries may be subject to a \$50.00 per day penalty fee. Fees may be deducted from the vendor invoice. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost. Bidder will impose no minimum order requirements.

OR

Delivery ~ Outside the Lincoln / Omaha Corporate Limits

Deliveries outside the Lincoln/Omaha area are to be on a "freight added" basis and consigned to the shipper, care of the receiving agency at the destination named. Vendor is to provide a listing of additional delivery locations that are offered free delivery (if applicable).

OR

Delivery ~ All Deliveries Statewide

Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process. Vendor's delivery personnel must wait for the order to be received, invoice(s) / packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc) documented on the delivery invoice. Deliveries must be clearly marked with the purchase order number.

At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good

Optional Clauses

- ▶ If you have any specific packaging needed, that would go here, if not Agency may delete this.
- ▶ This is an optional clause, if it applies to the purchase it may be kept, if not Agency can delete. If SPB feels this is beneficial, it will be put back in if it has been deleted by Agency. SPB strives to keep contracts open to political sub-divisions.
- ▶ Use this Clause with Restrictive Bids ONLY. Agency will know if they have a Restrictive Bid.
- ▶ Keep this clause if you selected the Prices Clause

condition and/or that there is not possible hidden damage.

ORDERS

Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.

PACKAGING (Optional)

Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

PAYMENT

Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

POLITICAL SUB-DIVISIONS (Optional)

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

ACCEPTABLE BRANDS (Used with RESTRICTIVE bids)

Products bid must be the brand AND model numbers as specified on each line of the Bid Document. The State of Nebraska will not be accepting alternatives to the brands specified. <Insert brand/model information> Equipment bid shall be the latest current models in production as of the date of the invitation to bid and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below. Used, demonstrator, prototype, or discontinued equipment is not acceptable. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL equipment proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. < Insert brand/model information> bid must meet or exceed the following requirements.

USAGE REPORT (Use if not using Core & Catalog)

The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.

Optional Clauses

- ▶ These are more optional clauses. Read through the list and if any of these apply to the purchase, the Agency may keep them, if not, delete them.

RECYCLED CONTENT (Optional, Depending on Commodity)

_____ are to be manufactured with materials in accordance with Presidential Executive Order 13101 (section 505) and section 6002 of the Resource Conservation and Recovery Act, all _____ bid and supplied must contain a minimum of 30% post-consumer (PC) content (20% if 30% is not reasonable available or as otherwise specified). Prior to award and or at any time during the term of the contract, written verification and or certification of recovered material content from the mill/manufacturer may be required (62 FR 44809) and must be provided within 5 business days of a request. Non-compliance may void the bid, or be grounds to cancel the contract.

ENERGY STAR PRODUCTS (Optional, as applicable)

The vendor must provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

PERFORMANCE TESTING (Optional, as applicable. Testing Protocol should be described within ITB for vendor clarity)

Samples of <insert description>, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of <insert description> shall be provided at no cost to the State and will not be returned to the bidder upon completion of testing conducted by the <agency>. Bidder shall have ten (10) business days to provide sample(s) upon the State's written request. Sample <insert description> is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:

Attn: <name and agency>
<address line 1>
<city, state, zip>

Receiving hours are between 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

SAMPLE(S) (Optional, as applicable)

Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within <number of days, written and numeric> calendar days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.

OR

Samples of materials bid may be required prior to an award. Samples may be included with the bid. If samples are not included with bid, bidder will have 5 business days to provide the samples upon the State's request. Failure to supply samples, and or samples that do not meet specification may be grounds to reject the bid.

OR

Samples may be required for testing prior to an award. Samples must be provided within 5 days of a request and must be representative of items bid and meet the specifications. Samples provided must be in sufficient quantity for testing, as determined by the State of Nebraska. Samples will be provided at no cost to the State. Bidder may be responsible for lost production time during the testing and evaluation of equivalent products. Authorized manufacturer representative must be available for on-site

Life Cycle

- ▶ The Life Cycle Clause is applicable for equipment, if this applies to your purchase then keep this, if not, delete this clause.

assistance within 48 hours of a request at no additional charge. Bidder may be responsible for costs to repair damage to equipment/systems attributable to products being tested.

OR

Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within 5 calendar days of a request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.

OR

Samples of similar work printed in the bidder's facility, utilizing materials as bid may be required prior to an award. Samples may be included with the bid, and must be provided within 5 business days of a request. Failure to provide samples as specified may void the bid.

Samples of materials bid will be required prior to an award, or at any time during the term of the contract. Samples are to be provided within 5 business days of a request. Failure to provide samples or samples not meeting the specifications may void the bid or may constitute a breach of the contract.

LIFE-CYCLE COST (As applicable for equipment, all clauses below + Life-Cycle Cost worksheet)

Life-cycle cost information will be captured in a formula to allow a comparison between the price based on acquisition costs and the price based on life cycle costs.

Vendors must provide a price based on acquisition costs according to specifications. Vendors will not be required to submit a price based on life-cycle costs. In order for a vendor submission to be considered on the basis of life cycle costs, the Bidder must supply the information requested on the Life-Cycle Cost Analysis for Heavy Equipment / Vendor Submission form provided by the State Purchasing Bureau. Life-cycle cost information considered for purposes of a bid will include only the life-cycle cost information as submitted with the bid by the Vendor. The State Purchasing Bureau will not add any additional information or stipulate to the creditability of any information provided and /or not provided in the form. If a Vendor fails to complete any of the information requested for a bid price based on life-cycle costs, the bid will be disqualified from further consideration for a contract based on life-cycle costs. The Vendor's bid based on acquisition costs will be considered if the requirements of that bid are met independently of the bid based on life-cycle costs.

Life-cycle cost comparisons will be based upon the Life-Cycle Cost per Hour, which will be calculated using information provided by the Bidders and the State as indicated in the Life Cycle Cost Analysis Form.



Life-Cycle Information Certification

The Bidder or authorized representative will be required to sign the Life-Cycle Cost Analysis – Heavy Equipment Vendor Submission form and certify that the information is true and accurate. Additionally, the Bidder is informed on the form that a Vendor Performance Report may be submitted by the purchasing agency and possible suspension may occur if the data provided proves to be inaccurate throughout the life of the equipment bid.

Contract Awards

State Purchasing Bureau may award multiple contracts meeting specification: one based on low acquisition cost and one based on life-cycle cost. If no life-cycle cost bid is submitted, the award will only be based on acquisition cost.

Some
Clauses
have varied
choices
embedded
that may be
chosen. If
none of
these are
suitable,
Agency may
develop a
more
specific
phrasing

NO	NO & PROVIDE ALTERNATIVE	SAMPLES (OPTIONAL, AS APPLICABLE; MULTIPLE VARIABLES AS BELOW)
	 	<p>Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within (number of days, written and numeric) calendar days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.</p> <p>Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to: Attn: (name and agency) (address line 1) (city, state, zip) Receiving hours are between 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p> <p>OR</p> <p>Samples of materials bid may be required prior to an award. Samples may be included with the bid. If samples are not included with bid, Bidder will have five (5) business days to provide the samples upon the State's request. Failure to supply samples, and or samples that do not meet specification may be grounds to reject the bid.</p> <p>OR</p> <p>Samples may be required for testing prior to an award. Samples must be provided within five (5) days of a request and must be representative of items bid and meet the specifications. Samples provided must be in sufficient quantity for testing, as determined by the State of Nebraska. Samples will be provided at no cost to the State. Bidder may be responsible for lost production time during the testing and evaluation of equivalent products. Authorized manufacturer representative must be available for on-site assistance within 48 hours of a request at no additional charge. Bidder may be responsible for costs to repair damage to equipment/systems attributable to products being tested.</p> <p>OR</p> <p>Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within five (5) calendar days of a request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.</p>

Performance Testing Note

Performance Testing requires a description of the testing methods so that bidders understand clearly and up front how the goods will be tested and the standards of performance that is required.

YES	NO	NO & PROVIDE ALTERNATIVE	PERFORMANCE TESTING
			Samples of (insert description), in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of (insert description) shall be provided at no cost to the State and will not be returned to the Bidder upon completion of testing conducted by the (using/testing agency). Bidder shall have ten (10) business days to provide sample(s) upon the State's written request. Sample (insert description) is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to: Attn: (name and agency)

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			(address line 1) (city, state, zip) Receiving hours are between 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).
			Insert Agency Testing Protocol Description and Process
			Insert Agency Testing Protocol Description and Process

Core & Catalog

- ▶ You will pick one of these clauses that best fits your product. If the Agency is trying to buy something that doesn't have related items of need, then the Prices clause would be the best clause.
- ▶ If the items the Agency is purchasing may change or additional related items may be needed, then the Core & Catalog Clause would be deemed appropriate and should be used to obtain the best value.

TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

PRICES (Use Prices clause if NOT using Core and Catalog Clauses Below)

Price quoted shall be unit price and shall be firm for <insert desired period of time> from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

CORE and CATALOG (If appropriate for use with type of commodity being requested)

PRICING - CORE LIST and CATALOG/NON-CORE (If appropriate for use with type of commodity)
The State of Nebraska intends to enter into a Contract(s) for <insert description> for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing <additional related product groupings or item(s)> not called out in the Core List, as shown in Attachment < XXX OF, Core List and Catalog/Non-Core >.

The Core List shall contain the most repetitively purchased <insert description> items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.

The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.

Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.

All items not included on the Core List shall be considered Catalog/Non-Core Items.

At the request of the State Purchasing Bureau, the vendor shall block availability on certain non-core

Core & Catalog

- ▶ This is a continuation on the Core and Catalog Clause. If the Agency is using it, it should be filled out properly. Core Lists are the most frequently purchased items and Non-Core Lists include items that are purchased, but not as often. Non-Core items will be given a percentage off of their catalog price, where as the Core List will be a set rate for the duration of the contract.

items as identified by State Purchasing Bureau. < Buyer: Insert as line item within specifications: Vendor can block availability of certain non-core items if requested by State Purchasing Bureau.>

1. PRICE

Core List prices quoted shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List pricing is to remain firm for the initial <insert desired period> of the contract. Any request for increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.

Catalog/Non-Core item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.

Discounts for Catalog/Non-Core items shall be applied to products as presented in Attachment < XXX OF, Core and Non-Core List>. Bidder shall include each manufacturer's list price schedule to coincide with manufacturers listed in Attachment <X TBD> discount schedule.

Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.

NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.

The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.

It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.

2. CORE LIST PRICING

Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. The State will not accept substitutions. A manufacturer's model/number has been provided for each item. All bid units should match exactly. NOTE: If vendor fails to provide a price on any items, those items for that vendor will be adjusted to the highest quoted price for those items. In those cases where items may have more than one brand name, the vendor may bid on either brand. Please indicate which brand was bid. Bidder must complete Attachment < XXX OF, Core and

Core & Catalog

This is a continuation of the Core & Catalog Clause. If Agency is using this clause then insert the Category information. See example below.

NON-CORE LIST PRICING

Prices for Non-Core List items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

The percentage discount rate for Non-Core List items or categories will not decrease during the life of the contract.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Non-Core Categories have been identified as follows:

- a. Inmate Boots, Sizes 12-17 Widths A through EEEE (excluding core items)
- b. Inmate Boots, Sizes 7-11 Widths A through EEEE (excluding core items)
- c. Inmate Boots, Sizes 1-6 Widths A through EEEE (excluding core items)
- d. Other Footwear, i.e., Shower Shoes, Canvas Slip On Shoes, Leather Athletic Shoes and Canvas Athletic shoes, All Sizes
- e. Non-Core Styles/Types of Insoles and/or Arch Supports, per pair, All Sizes

Non-Core List>. Please pay special attention to the unit of measure.

3. CATALOG/NON-CORE PRICING

Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.

The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.

The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.

A firm percentage rate must be quoted--a range of percentages will not be considered.

Catalog/Non- Core Categories have been identified as follows <Buyer: this is optional, based on commodity>:

- a. <Insert Category> (excluding core items)
- b. <Insert Category> (excluding core items)
- c. <Insert Category> (excluding core items)

Furniture is not to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.

4. PRICE LISTS AND CATALOGS

After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.

5. USAGE REPORTS

Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:

1. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.
2. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.
3. Any additional report the State Purchasing Bureau may deem necessary.

6. SUBSTITUTION

Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.

<Core and Catalog Clauses end after #6, Substitution>

Technical Specifications

- ▶ Specification title is the category, if you are purchasing a vehicle, an example of the category would be: engine, transmission, brakes.
- ▶ The A B C D boxes are for the description of the Specification Title. Back to the engine example, should have a 4 or 6 cylinder, would be a description that allows maximum competition
- ▶ The Notes/Comments section is for the Vendors to fill out if they are providing an alternative

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. SPECIFICATION TITLE
			A.
			B.
			C.
			D.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	2. SPECIFICATION TITLE
			A.
			B.
			C.
			D.

NOTES/COMMENTS:

Technical Specifications

- ▶ Specification title is the category, if you are purchasing a vehicle an example of the category would be Engine.
- ▶ The A B C D boxes are for the description. Back to the engine example, should have a 4 or 6 cylinder, would be a description
- ▶ The Notes/Comments section is for the Vendors to fill out if they are providing an alternative

YES	NO	NO & PROVIDE ALTERNATIVE	3. SPECIFICATION TITLE
			A.
			B.
			C.
			D.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. SPECIFICATION TITLE
			A.
			B.
			C.
			D.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	5. SPECIFICATION TITLE
			A.
			B.
			C.
			D.
NOTES/COMMENTS:			

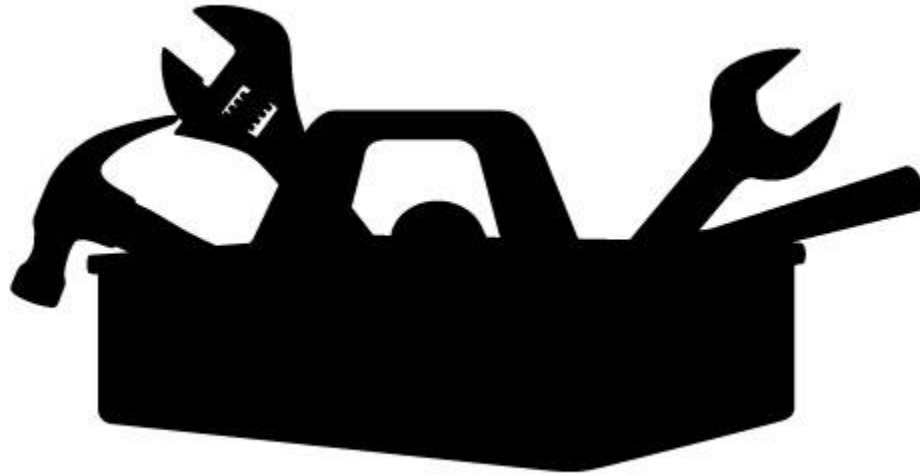
Technical Specifications

- ▶ Continue to fill out the Specification boxes as needed. If you need more space, feel free to use the tools and add another table or more rows as needed
- ▶ Agency does not need to do anything with the Secretary of State Registration Requirements on this section

YES	NO	NO & PROVIDE ALTERNATIVE	6. SPECIFICATION TITLE
			A.
			B.
			C.
			D.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. SECRETARY OF STATE REGISTRATION REQUIREMENTS *Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
			<p>A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <ol style="list-style-type: none"> The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html The completed United States Attestation Form should be submitted with the Invitation to Bid response. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. The Bidder understands and agrees that lawful presence in the United States is required and the

Tips, Tools and Examples –The Specification Writing Tool Kit



Key Concepts



- ▶ Research, research, research
- ▶ Remain Open to the Marketplace
- ▶ Describe any limitations in terms of an acceptable range whenever possible
- ▶ Maintain an “enquiring” mindset
- ▶ The Internet can be very helpful – consider researching other states’ solicitations and/or searching for trade associations for basic information

Examples of Useful Internet Sites



AgriEngineers.com

 **The Engineering ToolBox**

[Home](#)

www.EngineeringToolBox.com

Resources, Tools and Basic Information for Engineering and desktops!

wiseGEEK

clear answers for common questions

Nebraska Tractor Test Laboratory

BSE > [Tractor Test Lab](#) > Test Reports



WIKIPEDIA
The Free Encyclopedia

axlegeeks

Lawn Tractors

Loaders

More ▼

Examples of Useful Internet Sites



- ▶ Trade Associations – Wikipedia has a list of all industry trade groups in the United States

https://en.wikipedia.org/wiki/List_of_industry_trade_groups_in_the_United_States

Looking for information on plastics? Try the American Plastics Council

- [Plastic Bag Recycling](#)
Online resource for plastic bag and film recycling.
- [Plastic Foodservice Facts](#)
A rich source for all sorts of information on the plastic foodservice packaging that we use every day, including information to educate the public about the importance and benefits of polystyrene food packaging.
- [Plastic Packaging](#)
This site gathers information on the makeup of plastics, their use in packaging and their role in the environment. There's already a lot of information available on these topics—this site brings it together in one place to make it easier to explore, research and learn.
- [Plasticsinfo.org](#)
This site provides a rich resource of materials on the safe and effective use of plastics in healthcare, science, and around the house.

SPB Website

- ▶ SPB website has ITB's housed for review. Even if the item is not exact to your needs, reviewing the documents may give good ideas –example, specifications for installation or training.

Description	Opening Date	Solicitation Number
Toshiba Phone System	08/20/15	5079 OF
Broadcast Television antenna Replacement for KTNE-TV	07/14/15	5048 OF
Four Row Planter	06/18/15	5044 OF
Robotic Wildlife Decoys	06/05/15	5034 OF

Anatomy of An ITB


► Scope of Work



The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), is issuing this Invitation To Bid, Number **5092 OF Rebid** for the purpose of selecting a qualified Contractor to provide **License Plate Aluminum**.

A contract resulting from this Invitation To Bid will be issued approximately for a period of two (2) years commencing on or about December 1, 2015. The contract has the option to be renewed for two (2) additional two (2) year periods as mutually agreed upon by all parties.

Anatomy of An ITB



A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.



ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	September 14, 2015
2.	Last day to submit written questions	September 21, 2015
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/	September 23, 2015
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	October 1, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	October 1, 2015
6.	Review period	October 1 - 7, 2015
7.	Post "Letter of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing/	October 8, 2015
8.	Contract finalization period	October 9 – 15, 2015
9.	Contract award	October 16, 2015
10.	Contract start date	December 1, 2015

Anatomy of An ITB

Contract pricing will consist of the following elements:

1. **Aluminum Price Per Month** will be defined as the **Fluctuating Index** = utilizing the American Metal Market (AMM) or the **Platts** Metals Monthly Report monthly averages for Steel and Nonferrous Prices; these monthly averages are published for the previous month. **Bidding vendor will state which index to which they subscribe and the awarded contract will be defined by only one of the listed indexes.**
2. After award of contract, Contractor will provide copy of the index pricing for the Aluminum ordered previous month by the 20th of the following month. Two copies of the index pricing will be sent. One each to:
 - a. Cornhusker State Industries (CSI), 800 Pioneers Blvd. Lincoln, NE 68502 Attn: Purchasing.
 - b. Nebraska State Purchasing Bureau (SPB) 1526 K ST. Lincoln, NE 68508 Attn: Purchasing.
3. **Fixed Contract Fabrication Price** will be defined as the amount per pound to fabricate finished aluminum coil as per specifications below and shall include all costs-to manufacture and deliver the products **less the Aluminum**. Bidder is to provide a fixed price for aluminum processing per pound for both the 7" wide aluminum and the 12" wide aluminum, to include all cleaning, chromate treatments, packaging and delivery to Cornhusker State Industries.

Fixed Contract Fabrication Price is to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination as specified. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.

Fixed Contract Fabrication Prices are to remain firm for the first year of the contract term.

Any request for adjustments to the Fixed Contract Fabrication Price after the initial year must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). Further documentation may be

Anatomy of An ITB

YES	NO	NO & PROVIDE ALTERNATIVE	2. UNPAINTED LICENSE PLATE ALUMINUM, 12"
			A. Conversion coated aluminum substrate material suitable in the manufacture of reflectorized multi-year (6 year) motor vehicle license plates.
			B. Chrome-free.
			C. Spool dimensions size: sixteen (16") inches Inside Diameter (ID), with a forty-five (45") inch Outside Diameter (OD) minimum and a sixty (60") inch OD maximum.
			D. Alloy: 3105 H18
Page 25			
SPB ITB Revised: 06/16/2015			
			E. Width: 12" aluminum, -0 + 1/16"
			F. Thickness: .022 ± .0015"
			G. Tensile Strength: 30,000 to 35,000 PSI
			H. Yield Strength: minimum 25,000 PSI

Anatomy of An ITB

YES	NO	NO & PROVIDE ALTERNATIVE	5. ANNUAL USAGE, ESTIMATED				
			<p>A. Quantities stated are estimated only and shall not be construed to be either a minimum or a maximum. Vendor is responsible for identifying any order minimums or delivery limitations that may apply. Failure of the vendor to note any special conditions or exceptions shall be deemed a waiver of any such condition or exception. The State will be the sole judge in determining the acceptability of any minimum, special condition or exception. Nebraska has a six (6) year plate cycle with the bulk of the materials needed the first three (3) years of the contract.</p>				
			<p>B. 7" Aluminum Coil: 7" aluminum total usage from 12/1/2009 to 4/1/2015 = 12,000 pounds</p>				
			<p>C. 12" Aluminum Coil: 12" 80,000 to 120,000 pounds per quarter X 4 = 320,000 to 480,000 pounds annual estimated usage over the first two years of the contract.</p> <p>D. 12" aluminum total usage from 1/27/2010 to 5/19/2014 = 664,354 pounds. (see table below)</p>				
			Quantity Ordered	TR. UOM	Description	Description Line 2	Entered Date
			40000	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	5/19/2014
			40000	LB	ALUMINUM, .022"X12"W, H18-3105	COIL	5/19/2014
					ALUMINUM,		

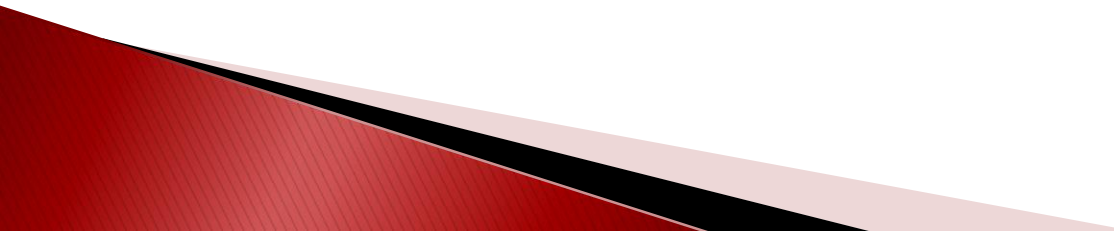
Anatomy of An ITB

YES	NO	NO & PROVIDE ALTERNATIVE	7. DELIVERY ARO
			A. Vendor will be required by the terms of the contract to deliver the initial order placed after contract is established within 60 days or less after receipt of order. All subsequent orders, after the initial order, under this contract shall be delivered within thirty (30) days after receipt of order. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may procure from other sources and the contractor may be held responsible for any excess cost.
			B. The Manufacturers certified test results for each lot of material must be furnished with each shipment of product.
			C. All orders must be identified with the purchase order number clearly marked on each shipment. All packing slips and invoices must list the purchase order number. Unidentified shipments may be rejected.
			D. Delivery Location: Cornhusker State Industries 800 Pioneers Blvd. Lincoln, NE 68502 Delivery Hours: Deliveries are to be made between 8:00 a.m. and 2:30 p.m. Monday through Friday exclusive of State Holidays

Anatomy of An ITB

YES	NO	NO & PROVIDE ALTERNATIVE	11. PERFORMANCE TESTING / SAMPLES
			<p>A. Samples of License Plate Aluminum, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of License Plate Aluminum shall be provided at no cost to the State and will not be returned to the bidder upon completion of testing conducted by the Cornhusker State Industries. Bidder shall have fifteen (15) business days to provide sample(s) upon the State's written request. Sample License Plate Aluminum is to be of material and construction as bid. Failure to supply samples and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>Attn: Cornhusker State Industries Attn: Sample for 5092 OF Rebid 800 Pioneers Blvd. Lincoln, NE 68502</p> <p>Receiving hours are between 8:00AM and 2:30 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed.</p>
			<p>B. Samples will be one (1) continuous roll/strip of aluminum matching specifications bid. Sample to weigh a minimum of one hundred (100) pounds of the twelve (12") inch and fifty (50) pounds of the seven (7") inch. Samples are to be provided at no cost to the State and will not be returned. Samples shall be properly labeled with the name/address of manufacturer, lot number, alloy, gauge, strength and any other characteristics that benefit testing and analysis. All samples must be delivered according to full specifications.</p>

Collaboration & Planning

- ▶ SPB will always be willing to talk through your questions and concerns
 - ▶ Planning is important– complicated procurements take coordination between all parties
 - ▶ Remain open to the marketplace
 - ▶ Our door is always open – we can schedule a time to review the specification and discuss together. This is virtually always beneficial to all of us!
- 

From all of us at State Purchasing Bureau

**THANK YOU FOR YOUR
PARTICIPATION TODAY!**

